

**SCHOOL RESOURCE OFFICER PROGRAM
MEMORANDUM OF UNDERSTANDING (MOU)**

This Memorandum of Understanding (hereinafter "MOU"), effective July 1, 2009 is made and entered into by and between:

- Wake County Public School System (hereinafter "WCPSS") and
- Wake County Sheriff's Office
- Apex Police Department
- Cary Police Department
- Fuquay-Varina Police Department
- Garner Police Department
- Holly Springs Police Department
- Knightdale Police Department
- Raleigh Police Department
- Wake Forest Police Department

(Hereinafter referred to as "Agency," "Agencies," "providing agency," or "providing agencies")

Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation, which exists between the participating entities, listed above.

I. Purpose of MOU

The MOU formalizes the relationship between the participating entities in order to foster an efficient and cohesive program that will build a positive relationship between law enforcement officer and the youth of our community, with the goal of reducing crime committed by juveniles and young adults. This MOU delineates the mission, organizational structure, and procedures of the School Resource Officer Program (hereinafter the "SRO Program") as a joint cooperative effort between WCPSS and the Agencies. The success of this program relies upon the effective communication between the Agencies' employees, the principal of each individual WCPSS school, and other key staff members of each organization.

II. Term

The term of this MOU shall begin on July 1, 2009 and end on June 30, 2014, unless terminated earlier as provided herein. The parties may renew this MOU only by separate written agreement or addendum hereto, which must be executed by both parties

III. Mission, Goals and Objectives

The mission of the SRO Program is the reduction and prevention of school-related

violence and crime committed by juveniles and young adults. The SRO Program aims to create and maintain safe, secure and orderly learning environments for students, teachers and staff. This is accomplished by assigning Law Enforcement Officers employed by participating Agencies (hereinafter referred to as "SRO's") to WCPSS school facilities on a permanent basis.

Goals and objectives are designed to develop and enhance rapport between youth, police officers, school administrators and parents. Goals of the SRO Program include:

1. Reduce incidents of school violence;
2. Reduction of criminal offenses committed by juveniles and young adults;
3. Establish a rapport between the SRO's and the student population;
4. Establish rapport between the SRO's and parents, faculty, staff, and administrators

Moreover, SRO's will establish a trusting channel of communication with students, parents and teachers. SRO's will serve as a positive role model to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. SRO's will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law. SRO's can serve as a confidential source of counseling for students and parents concerning problems they face as well as providing information on community resources available to them.

IV. Organizational Structure

A. Composition

The Agencies shall assign full time law enforcement officers to serve as SRO's in the SRO Program. The SRO's will be certified by the State of North Carolina and meet all requirements as set forth by the North Carolina Criminal Justice Education and Training Standards Commission and/or the North Carolina Sheriff's Education and Training Standards Commission.

B. Supervision

The day-to-day operation and administrative control of the SRO Program will be the responsibility of the Agencies. Responsibility for the conduct of SRO's, both personally and professionally, shall remain with Agencies. School Resource Officers are employed and retained by the Agencies, and in no event shall any employee of the Agencies be considered an employee of WCPSS.

V. Procedures

A. Selection

Available SRO positions will be filled per the providing agency's directives and selection process. The providing agency will make the final selection of any SRO vacancies.

B. SRO Program Structure

The SRO Program shall utilize the SRO Triad concept as set forth by NASRO (National Association of School Resource Officers), which is attached hereto and incorporated herein by reference.

Under this framework, SRO's are first and foremost law enforcement officers for the providing law enforcement agencies. SRO's shall be responsible for carrying out all duties and responsibilities of a law enforcement officer and shall remain at all times under the control, through the chain of command, of the providing agency. All acts of commission or omission shall conform to the guidelines of the providing law enforcement agency's directives. School officials should ensure that non-criminal student disciplinary matters remain the responsibility of school staff and not the SRO. Enforcement of the code of student conduct is the responsibility of teachers and administrators. The SRO shall refrain from being involved in the enforcement of disciplinary rules that do not constitute violations of law, except to support staff in maintaining a safe school environment.

SRO's are not formal counselors or educators, and will not act as such. However, SRO's may be used as a resource to assist students, faculty, staff, and all persons involved with the school. SRO's can be utilized to help instruct students and staff on a variety of subjects, ranging from alcohol and drug education to formalized academic classes. SRO's may use these opportunities to build rapport between the students and the staff. The Agencies recognize, however, that WCPSS shall maintain full, final, and plenary authority over curriculum and instruction in the WCPSS, including the instruction of individual students. The parties recognize and agree that classroom instruction is the responsibility of the classroom teacher, not the Agencies or its employees, and the Agencies and its employees shall not attempt to control, influence, or interfere with any aspect of the school curriculum or classroom instruction except in emergency situations.

C. Duties and Responsibilities

The responsibilities of the SRO will include but not be limited to:

1. Enforce criminal law and protect the students, staff, and public at large against criminal activity. The SRO shall follow the chain of command as set forth in the policies and procedures manual of the participating law enforcement agency. School authorities and the parents of any child involved shall be notified as quickly as possible when the SRO takes any direct law enforcement action involving a student, on-campus or off-campus, during school hours.
2. Complete reports and investigate crimes committed on campus.

3. Coordinate, whenever practical, investigative procedures between law enforcement and school administrators. The SRO shall abide by all applicable legal requirements concerning interviews or searches should it become necessary to conduct formal law enforcement interviews or searches with students or staff on property or at school functions under the jurisdiction of the Wake County Board of Education. The SRO will not be involved in searches conducted by school personnel unless a criminal act is involved or unless school personnel require the assistance of the SRO because of exigent circumstances, such as the need for safety or to prevent flight. Formal investigations and ~~arrests by law enforcement officials will be conducted in accordance with~~ applicable legal requirements.
4. Take appropriate enforcement action on criminal matters as necessary. The SRO shall, whenever practical, advise the principal before requesting additional enforcement assistance on campus and inform the principal of any additional law enforcement responsibilities that may need to be undertaken.
5. Wear law enforcement agency issued uniform at all times or other apparel approved by the providing agency.
6. Be highly visible throughout the campus, but to be unpredictable in their movements. For Officer safety, SRO's shall not establish any set routine, which allows predictability in their movements and their locations.
7. Confer with the principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities.
8. Comply with all laws, regulations, and school board policies applicable to employees of WCPSS, including but not limited to laws, regulations and policies regarding access to confidential student records and/or the detention, investigation, and searching of students on school premises, provided that SRO's shall under no circumstances be required or expected to act or in a manner inconsistent with their duties as law enforcement officers. The use of confidential school records by the SRO shall be done only with the principal's approval and as allowed under the Family Educational Rights and Privacy Act. Any existing rights or benefits of personnel assigned under this agreement shall not be abridged, and remain in full effect.
9. The SRO shall notify the school principal or his/her designee if it is necessary for the SRO to be off campus during regular school hours non-emergency situations.
10. Provide information concerning questions about law enforcement topics to students and staff.
11. Develop expertise in presenting various subjects, particularly in meeting federal

and state mandates in drug abuse prevention education, and provide these presentations at the request of the school personnel in accordance with the established curriculum.

12. Prepare lesson plans necessary for approved classroom instruction.
13. Provide supervised classroom instruction on a variety of law related education and other topics deemed appropriate and approved by the SRO's agency supervisor and a school administrator.
14. Advise students, staff, and faculty on a limited basis.
15. Attend school special events as needed (for example, PTSA meetings). Off duty assignments are not included.
16. Attend law enforcement agency in-service training as required. Reasonable attempts will be made to schedule such training to minimize his/her absence from school on an instructional day
17. Attend meetings of parent and faculty groups to solicit their support and understanding of the school resource program and to promote awareness of law enforcement functions.
18. Be familiar with all community agencies which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc., and may make referrals when appropriate

Responsibilities of the SRO supervisor will include but will not be limited to:

1. Coordinate work assignments of the SRO's between various campuses.
2. Ensure SRO compliance with providing agency's directives.
3. Coordinate scheduling and work hours of the SRO's (Vacation requests, sick leave, etc.).

WCPSS shall provide the SRO of each campus the following materials, facilities, and access, which are deemed necessary to the performance of the SRO's duties:

1. Private office space that can be secured and is acceptable to the participating law enforcement agency. The office shall contain a telephone, desk, chair, computer and filing cabinet.
2. Reasonable opportunity to address students, teachers, school administrators, and parents about the SRO program, goals and objectives. Administrators shall seek input from the SRO's regarding criminal justice problems relating to students and site security issues.

D. Enforcement

Although SRO's have been placed in a formal educational environment, they are not relieved of the official duties as an enforcement officer. The SRO shall intervene when it is necessary to prevent any criminal act or maintain a safe school environment. Citations shall be issued and arrests made when appropriate and in accordance with North Carolina State law and department policy. The SRO or the providing agency will have the final decision on whether criminal charges shall be filed.

The providing agency will reserve the right to temporarily remove the SRO in the event that additional officers are needed during a critical incident or natural disaster.

VI. TERMINATION.

This Agreement may be terminated by either party, with or without cause, upon seven (7) day's written notice to the other party.

VII. NOTICE.

Any notice, consent or other communication in connection with this Agreement shall be in writing and may be delivered in person, by mail or by facsimile transmission (provided sender confirms notice by written copy). If hand-delivered, the notice shall be effective upon delivery. If by facsimile copy, the notice shall be effective when sent. If served by mail, the notice shall be effective three (3) business days after being deposited in the United States Postal Service by certified mail, return receipt requested, addressed appropriately to the intended recipient as follows:

If to WCPSS:

Dr. Del Burns, Superintendent
Wake County Public School System
3600 Wake Forest Road
Raleigh, NC 27609

If to Agencies:

Sheriff Donnie Harrison
Wake County Sheriff's Office
330 S. Salisbury Street
Raleigh, NC 27602

Chief Patricia Bazemore
Cary Police Department
P.O. Box 8005
Cary, NC 27512

Chief Thomas Moss
Garner Police Department
900 7th Avenue
Garner, NC 27529

Chief Shawn Brown
Knightdale Police Department
950 Steeple Square Court
Knightdale, NC 27545

Chief Greg Harrington
Wake Forest Police Department
401 Owen Avenue
Wake Forest, NC 27587

Chief Jack Lewis
Apex Police Department
P.O. Box 250
Apex, NC 27502


Chief Larry Smith
Fuquay-Varina Police Department
401 Old Honeycutt Road
Fuquay-Varina, NC 27526

Chief John Herring
Holly Springs Police Department
P.O. Box 8
Holly Springs, NC 27540

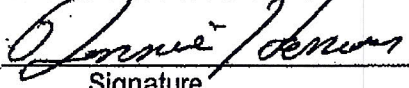
Chief Harry Dolan
Raleigh Police Department
P.O. Box 590
Raleigh, NC 27602

This has been agreed to in cooperation with the Wake County Board of Education and the listed law enforcement agencies. As agreed to and in partnership with:


Superintendent Del Burns

 6/18/09
Signature Date


Sheriff Donnie Harrison

 6-22-09
Signature Date

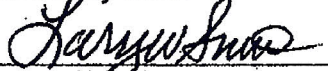
Chief Jack Lewis

 7-28-2009
Signature Date

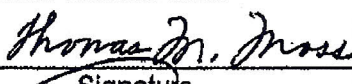
Chief Patricia Bazemore

 7/15/2009
Signature Date

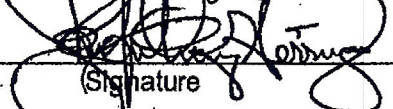
Chief Larry Smith

 7-14-2009
Signature Date


Chief Thomas Moss

 07-28-09
Signature Date

Chief John Herring

 8 July 2009
Signature Date

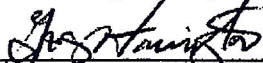
Chief Shawn Brown

 7/17/09
Signature Date

Chief Harry Dolan

 6/23/09
Signature Date

Chief Greg Harrington

 7-13-09
Signature Date